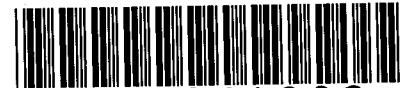


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0000054802

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER – Chairman
WILLIAM A. MUNDELL
MARC SPITZER
MIKE GLEASON
KRISTIN K. MAYES

2006 JUN 15 A 10:42

AZ CORP COMMISSION
DOCUMENT CONTROL

IN THE MATTER OF THE JOINT APPLICATION)
OF ALLTEL COMMUNICATIONS, INC. AND)
ALLTEL HOLDING CORPORATE SERVICES,)
INC. FOR:)
1. APPROVAL OF TRANSFER OF)
CERTIFICATE OF CONVENIENCE AND)
NECESSITY TO PROVIDE RESOLD LONG)
DISTANCE TELECOMMUNICATIONS)
SERVICE;)
2. APPROVAL OF TRANSFER OF ASSETS)
PURSUANT TO A.R.S. § 40-285;)
3. APPROVAL OF TERMINATION OF SERVICE)
UNDER A.A.C. R14-2-1107; AND)
4. APPROVAL OF LIMITED WAIVER OF THE)
SLAMMING RULES, A.A.C. R14-2-1901 ET SEQ.)

DOCKET NOS. T-03887A-05-0909
T-20436A-05-0909

SUPPLEMENT TO APPLICATION

Alltel Holding Corporate Services, Inc., one of the applicants in this docket, has changed its name to Windstream Communications, Inc. Attached is a proposed tariff that reflects the name change.¹

¹ This tariff is identical to the Alltel Communications, Inc. tariff on file at the ACC. As indicated in the Application, Windstream Communications, Inc. will adopt the Alltel tariff.

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1 RESPECTFULLY SUBMITTED this 15th day of June 2006.

2 ROSKA DEWULF & PATTEN, PLC

3
4 By 

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Attorneys for Applicants

9 Original and 15 copies of the foregoing
10 filed this 15th day of June 2006 with:

11 Docket Control
12 Arizona Corporation Commission
13 1200 West Washington Street
14 Phoenix, Arizona 85007

15 Original and 15 copies of the foregoing
16 hand-delivered this 15th day of June
17 2006 to:

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Director, Utilities Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

By 

REGULATIONS AND SCHEDULE OF CHARGES
APPLYING TO INTRASTATE LONG DISTANCE MESSAGE
TELECOMMUNICATIONS SERVICE BETWEEN POINTS
IN THE STATE OF ARIZONA
FOR
WINDSTREAM COMMUNICATIONS, INC.

Intrastate Long Distance Message Telecommunications Service
is furnished by means of wire, radio, satellite
or any other suitable technology or combination thereof.

Issued: June 16, 2006
Issued By:

Vice President
Windstream Communications, Inc.
4001 Rodney Parham Road
Little Rock, Arkansas 72212

Effective Date: July 17, 2006

CHECK SHEET

The title sheet and sheets 1 through 35 inclusive of this tariff are effective as of the dates shown. Original and revised sheets, as named below, comprise all changes from the original tariff in effect on the date indicated.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title	Original	21	Original
1	Original	22	Original
2	Original	23	Original
3	Original	24	Original
4	Original	25	Original
5	Original	26	Original
6	Original	27	Original
7	Original	28	Original
8	Original	29	Original
9	Original	30	Original
10	Original	31	Original
11	Original	32	Original
12	Original	33	Original
13	Original	34	Original
14	Original	35	Original
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

*Included in this filing

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TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the left corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 13 and 14 would be 13.1.
- B. Sheet Revision Numbers** - Sheet Revision Numbers also appear in the upper left corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

EXPLANATION OF SYMBOLS

- C - to signify a changed regulation.
- D - to signify a discontinued rate or regulation.
- I - to signify a rate increase.
- M - to signify matter relocated without change.
- N - to signify a new rate or regulation.
- R - to signify a rate reduction.
- S - to signify reissued matter.
- T - to signify a change in text but no change in rate of regulation.
- X - to signify a waiver of F.C.C.'s Rules.
- Y - to signify reference to other published tariffs.
- Z - to signify a correction.

1. Application of Tariff

This tariff contains the regulations and rates applicable to the provision of Intrastate Long Distance Message Telecommunications Service ("LDMTS") as defined herein, by Windstream Communications, Inc. (the "Company"), from its Points of Presence to other points in the State of Arizona. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric, and like conditions.

2. Definitions

Certain terms used generally throughout this tariff are defined below:

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the service used so that the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Billed Party - The person or entity responsible for payment for use of the Company's services. For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate the call. In the case of a credit card call, the person or entity responsible for payment is the person to whom it is issued and the holder of the credit card used. In the case of third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the call. In the case of all Operator Assisted Calls not involving credit cards, third party calls or Room Charge Calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate the call.

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2. Definitions (Cont'd)

Busy Line Interruption - A service that provides operator interruption of voice conversation in progress on a called line.

Busy Line Verification - A service that provides operator assistance in determining if a called line is in use.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - A path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Commission - The Arizona Corporation Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Credit Card Call - A Direct Dialed or Operator Assisted Call for which charges are billed not to the originating telephone number, but to a credit card, such as Visa or MasterCard, or to a LEC or interexchange carrier calling card.

Customer - The person, partnership, association, joint stock company, trust, corporation, governmental entity or other entity, that is responsible for payment of charges and for compliance with this tariff.

Customer - Provided Facilities - All communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Direct Dialed Call - A telephone call which is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator. This includes calls forwarded by call forwarding equipment.

Exchange - A unit established by the Local Exchange Carrier for the administration of communications service in a specified area which usually embraces a city, town or village and its environments. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

FCC - Federal Communications Commission

2. Definitions (Cont'd)

Local Exchange Carrier (LEC) - A telephone company which provides local telephone service to Customers within a defined exchange.

Long Distance Message Telecommunications Service - The furnishing of direct dialed and operator assisted switched services to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels from the Company's Points of Presence to points as specified herein.

Other Common Carrier - A common carrier, other than the Company, providing domestic or international communications service to the public.

Personal Identification Numbers (PINs) - Code numbers used in connection with designated telephone numbers which allow calls to be categorized for various applications.

Points of Presence - The sites where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company's network.

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public street or highway.

Services - Telecommunications services provided to a Customer or Authorized User by the Company.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering or any other form of intelligence.

Travel Card - A billing mechanism which enables a subscriber or customer to access the services of the carrier while away from home or office.

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3. General Regulations

3.1 Service Description

Intrastate Long Distance Message Telecommunications Service ("LDMTS") is offered to residential and business Customers of the Company to provide direct dialed calls placed between points in the United States. The Company provides switchless long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its services to its Customers for communications. All services are provided subject to the terms and conditions set out in this tariff.

3.2 Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services concurrently with its own services for the provision of services offered herein.

3.3 Availability of Services

3.3.1 Services are furnished subject to the availability of the Service components required. The Company will: (1) determine which of those components shall be used and (2) make modifications to those components at its option.

3.3.2 Services are available twenty-four hours per day, seven days per week.

3. General Regulations (Cont'd)

3.4 Use of Services

- 3.4.1 The Company's Services may be used for any lawful purpose consistent with the transmission parameters of the telecommunications facilities utilized in the provision of the Services. All such usage shall be subject to the provisions of this tariff and the applicable rules, regulations and policies of the Public Service Commission. Customers and Authorized Users are prohibited from using, and by their acceptance or use of Service agree not to use, the Services furnished by the Company for any unlawful purpose or for any purpose prohibited under the provisions of any regulatory order.
- 3.4.2 The use of the Company's Services to make calls which might reasonably be expected to frighten, abuse, torment or harass another, or in such a way as to unreasonably interfere with use by others, is prohibited.
- 3.4.3 The use of the Company's Services without payment for Service, and all attempts to avoid payment for Service by, for example, fraudulent means or devices, schemes, false or invalid numbers or false calling or credit cards, are prohibited.

3.5 Undertaking of the Company

The Company undertakes to provide Intrastate Long Distance Message Telecommunications Service in accordance with the terms and conditions set forth in this tariff.

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3. General Regulations (Cont'd)

3.6 Liability of the Company

- 3.6.1 Except as stated in this Section 3.6, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff.
- 3.6.2 The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this tariff (including but not limited to mistakes, omissions, interruptions, delays, errors or other defects in transmission, or failures or defects in facilities furnished by the Company) or arising out of any failure to furnish Service, shall in no event exceed an amount of money equivalent to the proportionate charge to Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act or omission of Customer, or which arise from the use of Customer-provided facilities or equipment, shall not result in the imposition of any liability whatsoever upon the Company.
- 3.6.3 The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities which are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the services provided to Customer, the Company's liability shall be limited according to the provisions of Section 3.6.2 above.
- 3.6.4 No agents or employees of connecting, concurring or other participating carriers or Company shall be deemed to be agents or employees of the Company without written authorization.

3. General Regulations (Cont'd)

3.6 Liability of the Company (Cont'd)

- 3.6.5 The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 3.6.6 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, regulation, directive, order or request of the United States Government, or any other government including state and local governments having any jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.
- 3.6.7 The Company shall not be liable for any act or omission of any other entity furnishing to the Customer Facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities.

3. General Regulations (Cont'd)

3.6 Liability of the Company (Cont'd)

3.6.8 The Company shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's Services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.

3.6.9 Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

3.7 Assignment

Customer shall not assign or transfer the use of the Company's Services except with the prior written consent of the Company in each and every instance. Consent to such assignment or transfer will not be unreasonably withheld.

3.8 Responsibilities of the Customer

3.8.1 The Customer is responsible for placing any necessary orders; for complying with tariff regulations; and for ensuring that Authorized Users comply with tariff regulations. The Customer is also responsible for the payment of charges for calls originated at the Customer's premises which are not collect, third party, or credit card calls.

3.8.2 The Customer must pay for the loss through theft of any of the Company's LDMTS services.

3. General Regulations (Cont'd)**3.9 Cancellation or Interruption of Services**

3.9.1 Pursuant to Arizona Administrative Code ("A.C.C.") Rule R14-2-509(C), Termination of Service with Notice, upon ten (10) days' written notice and without incurring liability, the Company may discontinue Services to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted Services under the following conditions provided that the Customer shall be allowed a reasonable time in which to comply with the rule before service is disconnected:

- (a) For nonpayment of any sum due to Company for more than thirty days after issuance of the bill of the amount due provided that the telephone utility has made a reasonable attempt to effect collection and has given the Customer written notice that he has five days in which to make settlement on his account or have his service disconnected;
- (b) For violation of any of the provisions of this tariff;
- (c) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's Services; or
- (d) By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its Services.
- (e) For the Customer tampering with equipment furnished and owned by the Company.
- (f) For failure of the Customer to permit the Company reasonable access to its equipment.

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3. General Regulations (Cont'd)

3.9 Cancellation or Interruption of Services (Cont'd)

- 3.9.2 Pursuant to A.C.C. Rule R14-2-509(B), Termination of Service Without Notice, the Company may discontinue Services to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted Services under the following conditions:
- (a) The existence of an obvious hazard to the safety or health of the consumer or the general population or the Company's personnel or facilities.
 - (b) The Company has evidence of tampering or evidence of fraud.
- 3.9.3 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to certain points, or by blocking calls using certain Customer Authorization Codes, when the Company deems it necessary to take action to prevent unlawful use of its Service. The Company may restore service as soon as it can be provided without undue risk.
- 3.9.4 If, for any reason, Service is interrupted, the Customer will be charged only for the Service that was actually used.
- 3.9.5 Service will be terminated only on Monday through Friday between the hours of 8:00AM and 4:00PM, unless provisions have been made to have someone available to accept payment and reconnect service.
- 3.9.6 Without incurring liability, the Company may interrupt the provision of Services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of the Customer's and/or the Company's equipment and facilities, and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

3. General Regulations (Cont'd)

3.9 Cancellation or Interruption of Services (Cont'd)

3.9.7 The Company will promptly honor a verbal or written Customer request for cancellation of service.

3.10 Calculation of Distance

All measured usage charges are based on the airline distance between rate centers associated with the originating and terminating points of the call.

3.11 Customer Service and Complaint Resolution

- (a) The Company will provide a toll-free customer service telephone number for Customer use.
- (b) The Company will handle all Customer complaints courteously and promptly. The Company will fully investigate and attempt to resolve Customer complaints in a timely manner and in full compliance with all Commission rules and regulations. In addition, the Company will notify all Customers making a complaint that the telephone utility is under the jurisdiction of the Commission and that the Customer may wish to contact the Commission about the complaint.

4. Payment and Credit Regulations

4.1 Billing and Collection of Charges

Charges are due when billed, and are billed and collected by the Company or its authorized agent, or the connecting Company from whose service point the messages were sent paid or at whose service point the messages were received collect. The Company will not bill for incomplete calls.

4.2 Payment for Service

The Customer is responsible for payment of all charges for Services, including charges for Services originated or charges accepted at the Customers' Service point.

4.2.1 Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.

4.2.2 Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card issuing company or will be included on the Billed Party's local exchange telephone company bill.

4.2.3 Any applicable federal, state and local use, excise, sales or privilege taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's services hereunder to Customer shall be charged to and payable by Customer in addition to the rates indicated in this tariff.

4.2.4 The Customer shall remit payment of all charges in the return envelope supplied with the bill or to any agency authorized by the Company to receive such payment.

4.2.5 If the bill is not paid within thirty (30) calendar days following the mailing of the bill, the account will be considered delinquent.

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4. Payment and Credit Regulations (Cont'd)

4.2 Payment for Service (Cont'd)

- 4.2.6 A delinquent account may subject the Customer's Service to temporary disconnection. The Company is responsible for notifying the Customer at least ten (10) days before Service is disconnected.
- 4.2.7 Failure to receive a bill which has been sent will not exempt a Customer from prompt payment of any sum or sums due the Company.
- 4.2.8 In the event the Company must employ the services of attorneys for collection of charges due under this tariff or under any contract for special services, Customer shall be liable for all costs of collection, including reasonable attorney's fees.

4.3 Deposits

- 4.3.1 Customer deposits may be required.
- 4.3.2 The fact that a deposit has been made, or a guarantee provided, shall in no way relieve the Customer from complying with the Company's and/or its agent's regulations as to the prompt payment of bills, nor does it constitute a waiver or modification of the regular practices of the Company or its agent providing the temporary suspension of the service contract for non-payment of bills.
- 4.3.3 The amount of the deposit may be refunded at any time at the option of the Company, or it will be refunded at the termination of the Service after all outstanding charges have been paid in full by the Customer.

4.4 Billing Entity Conditions

When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In the case of any disputed charges which cannot be resolved by the billing company, the Billed Party may contact the Company directly. If there is still a disagreement about the disputed amount after investigation and review by the Company or other service provider, the Billed Party may file an appropriate complaint with the Public Service Commission.

4. Payment and Credit Regulations (Cont'd)

4.5 Denial of Access to Service by the Company

The Company expressly retains the right to immediately deny access to its Services without incurring any liability for any of the following reasons:

- (a) Nonpayment of any sum due for service provided hereunder, where Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to Customer's last known address;
- (b) Customer's acts or omissions which constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual or threatened interference to the Company's operations or its furnishing of services. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to service; or
- (c) The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- (d) Where Customer has failed or neglected to tender any additional or required security deposit within ten (10) days of demand by the Company.

4. Payment and Credit Regulations (Cont'd)**4.6 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event Customer's service is disconnected by the Company for any of the reasons stated in Section 4.5, Customer shall be liable for all unpaid charges due and owing to the Company associated with the service. Customer's deposit and accrued interest shall be applied to all cancellation charges applicable to the service offering received by Customer.

4.7 Reinstitution of Service

If Customer seeks reinstatement of service following denial of service by the Company, Customer shall pay to the Company prior to the time service is reinstated: (1) all accrued and unpaid charges, and (2) a deposit per section 4.3 in order to reinstate service.

4.8 Right to Backbill for Improper Use of the Company's Services

Any person or entity which uses, appropriates or secures the use of services from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which use, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's services actually made by Customer.

4.9 Disconnection and Reconnection Fees

Whenever telephone service is denied or discontinued for violation of the Commission's rules and regulations, non-payment of bills, or fraudulent use of service, the Company may charge a fee not to exceed \$20.00 to disconnect and/or reconnect service.

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5. Rates for Service

5.1 Types of Offerings

5.1.1 Description of Services

The following Direct Dialed Intrastate Long Distance Message Telecommunications Services are available at the rates listed in 5.2:

- (a) Direct-Dialed LDMTS is a presubscribed switched access service, offering users outbound "1 plus" interexchange long distance telecommunications services from points originating and terminating throughout the State of Arizona. Access may be provided by the Company, or the Customer may utilize local exchange Company access.
- (b) Residential Toll Free Service is a presubscribed switched access service, offering users inbound, toll free long distance telecommunications services from points originating and terminating within the State of Arizona. This service enables the caller to contact the Customer toll free, through the use of a special toll free number. Access may be provided by the Company, or the Customer may utilize local exchange Company access.
- (c) Calling Card Service enables subscribers to place calls from locations other than their presubscribed call locations. Subscribers are billed on a monthly basis at the Company's tariffed rates.

- (d) Directory Assistance

Directory Assistance is provided by Windstream Communications, Inc.'s underlying carrier to subscribers of record. The Customer may access the underlying carrier's Directory Assistance by dialing the area code plus 555-1212. The Customer will be billed for such service by Windstream Communications, Inc.

- (e) Residential Account Code Service

Residential Account Code Service is an optional service for direct dialed intrastate and/or interstate long distance calls that offers customers a way to track long distance usage. This Service allows customers the ability to have calls, which need to be charged to other individuals, separated and displayed on their telephone bill. Account Code Service requires callers to enter a unique code for completion of a long distance call. The Company's network will authorize calls only if the unique code is entered. This service is offered where technically available.

5. Rates for Service (Cont'd)**5.1.2 Determination of Duration**

- (a) For Direct Dialed calls, chargeable time begins when the connection is established between the calling station and the desired telephone.
- (b) Chargeable time ends when the connection is terminated.
- (c) Chargeable time does not include the time lost because of faults or defects in the service.

5.1.3 Determination of Time of Day

- (1) Day, Evening, and Night/Weekend periods are determined by the local time of the location of the rate center of the calling service point. Refer to Paragraph 5.3 for rate period chart for further clarification.

- (a) For pricing plans that have Evening rates, the Evening rate applies to the holidays listed below unless a lower rate period is in effect. For pricing plans that have Off Peak Rates, the Off Peak rate applies to the holidays listed below. Holiday rates do not apply to flat rated plans unless otherwise specified.

- (2) The Evening rate applies to the holidays listed below unless a lower rate period is in effect.

- New Year's Day	January 1
- Memorial Day	
- Independence Day	July 4
- Labor Day	
- Thanksgiving Day	
- Christmas Day	December 25

5.1.4 Calculation of Billable Time for Service

The charge for each call is equal to the Company's applicable rate for the Initial Period of the call, plus the Company's applicable rate for each Additional Period of the duration of the call.

5.1.5 Initial Period

The initial period for Direct-Dialed calls and calling card calls is one (1) minute, or fraction thereof.

5.1.6 Additional Periods

Each additional period for Direct-Dialed calls and calling card calls is one (1) minute, or fraction thereof.

Issued: June 16, 2006

Issued By:

Vice President
Windstream Communications, Inc.
4001 Rodney Parham Road
Little Rock, Arkansas 72212

Effective Date: July 17, 2006

5. Rates for Service (Cont'd)5.2 Rate Schedules

The following rates are maximum rates. See Effective Rate Schedule for current rate offerings.

5.2.1 Direct Dialed LDMTS RatesPlan 1 – Residential Plan

Peak, Per Minute Rate	\$0.30
Off Peak, Per Minute Rate	\$0.30
Calling Card Calls, Rate Per Minute (No surcharge)	\$0.53

The times associated with peak hours for this plan consist of 6:30 a.m. to 6:30 p.m. Monday through Friday. All other times are considered off-peak.

This option is limited to existing customers.

Plan 2 – Residential Flat Rate Plan

Per Minute Rate	\$0.23
Calling Card Calls, Rate Per Minute (No surcharge)	\$0.53

This plan is limited to existing customers.

Plan 3 – Residential Enhanced Off Peak Plan

Peak, Per Minute Rate	\$0.30
Off Peak, Per Minute Rate	\$0.15
Calling Card Calls, Rate Per Minute (No surcharge)	\$0.38

The times associated with peak hours for this plan consist of 8:00 a.m. to 6:00 p.m. Monday through Friday. All other times are considered off-peak.

This plan is limited to existing customers at existing locations.

Plan 4 – Residential Flat Rate Plan

Monthly Fee	See Interstate/International Price List No. 1
Rate Per Minute	\$0.15
Calling Card Calls, Rate Per Minute (No surcharge)	\$0.38

This plan is limited to existing customers.

Plan 5 – Residential Bundled Service Plan

Applies to customers who purchase two or more Windstream products such as wireless, long-distance, Internet or paging.

Rate Per Minute	\$0.17
Calling Card Calls, Rate Per Minute (No surcharge)	\$0.38

This plan is limited to existing customers.

5. Rates for Service (Cont'd)5.2 Rate Schedules (Cont'd)Plan 6 – Residential Bundled Service

The following intrastate rate is designed for residential users who purchase certain bundled service plans. The plans could include such Windstream products as wireless, Internet, long-distance and paging. This rate is applicable at all times for calls made within the State of Arizona where technically available.

Monthly Fee	See Interstate/International Price List No. 1
Rate Per Minute	\$0.27
Calling Card Calls, Rate Per Minute (no surcharge)	\$0.38

Plan 7 – Residential Flat Rate Plan

The following intrastate rate is designed for residential customers of outbound intrastate LDMTS. This rate is applicable for all times for calls made within the State of Arizona where technically available.

Monthly Fee	See Interstate/International Price List No. 1
Rate Per Minute	\$0.27
Calling Card Calls, Rate Per Minute (no surcharge)	\$0.38

Plan 8 – Residential Bundled Service Plan

The following intrastate rate is designed for residential users who purchase certain bundled service plans. The plans could include such Windstream products as wireless, Internet, long-distance and paging. This rate is applicable at all times for calls made within the State of Arizona where technically available.

Monthly Fee	See Interstate/International Price List No. 1
Rate Per Minute	\$0.20
Calling Card Calls, Rate Per Minute (no surcharge)	\$0.38

5. Rates for Service (Cont'd)5.2 Rate Schedules (Cont'd)5.2.1 Direct Dialed LDMTS Rates (Cont'd)Plan 9 – Residential Flat Rate Plan

The following intrastate rate is designed for residential customers of outbound intrastate LDMTS. This rate is applicable for all times for calls made within the State of Arizona where technically available.

Monthly FeeSee Interstate/International Price List No. 1

Rate Per Minute \$0.20

Calling Card Calls, Rate Per Minute (no surcharge) \$0.38

Plan 10 – Residential Flat Rate Plan

The following intrastate rate is designed for residential customers of outbound intrastate LDMTS. This rate is applicable for all times for calls made within the State of Arizona where technically available.

Monthly FeeSee Interstate/International Price List No. 1

Rate Per Minute \$0.15

Calling Card Calls, Rate Per Minute (no surcharge) \$0.53

Plan 11 - Windstream 500

Windstream 500 is an add-on to the interstate offering. Windstream 500 is a residential direct-dialed LDMTS calling plan, which offers 500 minutes per month of direct-dialed interstate calling any time of day for a monthly recurring fee. A per minute rate will apply to the customer's intrastate LDMTS calls. Intrastate minutes will not be applied to the 500 interstate minutes.

The following rates are applicable for all times for calls made within the State of Arizona where technically available.

Rate Per Minute: \$0.23

Calling Card Calls, Rate Per Minute (No Surcharge) \$0.53

Plan 12 – Residential Default Rate Plan A

The following intrastate rate is designed for residential customers of outbound intrastate LDMTS. This rate is applicable for all times for calls made within the State of Arizona where technically available.

Rate Per Minute \$0.20

Calling Card Calls, Rate Per Minute (no surcharge) \$0.60

Customers will automatically be placed on this plan if they do not specifically request any other LDMTS rate plan.

This plan is limited to existing customers at existing locations.

Issued: June 16, 2006
Issued By:

Vice President
Windstream Communications, Inc.
4001 Rodney Parham Road
Little Rock, Arkansas 72212

Effective Date: July 17, 2006

5. Rates for Service (Cont'd)5.2 Rate Schedules (Cont'd)5.2.1 Direct Dialed LDMTS Rates (Cont'd)Plan 13 – Residential Default Rate Plan B

The following intrastate rate is designed for residential customers of outbound intrastate LDMTS. This rate is applicable for all times for calls made within the State of Arizona where technically available.

Rate Per Minute	\$0.36
Calling Card Calls, Rate Per Minute (no surcharge)	\$0.60

Customers will automatically be placed on this plan if they do not specifically request any other LDMTS rate plan.

This plan is limited to existing customers.

Plan 14 – Residential Flat Rate Plan

The following intrastate rate is designed for residential customers of outbound intrastate LDMTS. This rate is applicable for all times for calls made within the State of Arizona where technically available.

Monthly FeeSee Interstate/International Price List No. 1

Rate Per Minute	\$0.24
Calling Card Calls, Rate Per Minute (no surcharge)	\$0.60

This plan is limited to existing customers.

Issued: June 16, 2006

Issued By:

Vice President
Windstream Communications, Inc.
4001 Rodney Parham Road
Little Rock, Arkansas 72212

Effective Date: July 17, 2006

5. Rates for Service (Cont'd)5.2 Rate Schedules (Cont'd)5.2.2 Residential Toll Free ServicePlan 1

Per Minute Rate	\$0.375
Monthly Maintenance Fee	\$3.75

This plan is limited to existing customers.

Plan 2

Per Minute Rate	\$0.30
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This plan is only available to customers that subscribe to Windstream Long Distance Service.

Calls are billed in one minute increments.

5.2.3 Calling Card Service

Per Call Surcharge	\$0.00
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Applies to all calls, whether
customer dialed/automated customer
dialed/operator assisted or
customer dialed/operator must assist.

Peak, Per Minute Rate	\$0.40
Off-Peak, Per Minute Rate	\$0.40

The times associated with peak hours for this service consist of 6:30 a.m. to 6:30 p.m. Monday through Friday. All other times are considered off-peak.

The rates above are limited to existing customers.

Payphone Surcharge, per call	\$0.53
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Issued: June 16, 2006

Issued By:

Vice President
Windstream Communications, Inc.
4001 Rodney Parham Road
Little Rock, Arkansas 72212

Effective Date: July 17, 2006

5. Rates for Service (Cont'd)5.2 Rate Schedules (Cont'd)5.2.4 Directory Assistance

Rate per access \$1.12

5.2.5 Busy Line Verification and Interruption

Busy Line Verification, per request \$9.75

Busy Line Interruption, per request \$9.75*

*Note: A charge for a Verification Request also applies.

5.2.6 Residential Account Code Service

Rate per account \$5.00

5.3 Rate Period Chart refer to Section 5.1.3 for Time of Day Determination criteria.

	Mon	Tue	Wed	Thu	Fri	Sat	Sunday
8:00 am to 5:00 pm	DAY RATE PERIOD						
5:00 pm to 11:00 pm	EVENING RATE PERIOD						EVENING
11:00 pm to 8:00 am	NIGHT/WEEKEND RATE PERIOD						

*This Chart does not apply to any current plans or services offered.

Issued: June 16, 2006

Issued By:

Effective Date: July 17, 2006

Vice President
Windstream Communications, Inc.
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Little Rock, Arkansas 72212

5. Rates for Service (Cont'd)

5.4 Promotional Activities

Windstream may upon occasion offer various promotional/savings opportunities to Customers. These promotional offerings may apply to certain services and may be limited to certain dates, times, and locations. Such promotional offerings will be filed with the Commission and are subject to prior Commission approval.

6. Specialized Services, Rates and Regulations

6.1 Business Circle Plan 1

This Plan allows Customers to select a month to month plan, a six (6) month plan, or an eighteen (18) month plan. A Business Circle Customer selecting a term commits to a minimum monthly usage as depicted below. This minimum usage threshold applies to every billing period during the term and is paid regardless of the Customer's amount of usage during other periods. Customers selecting a term may change plans or terminate the service if the Customer provides written notice within ninety (90) days of the initiation of service. Business Circle Customers that do not provide such written notification within the required time period are obligated to the Company for the minimum monthly commitment for the remaining time period left in the term. The following is a list of contract term lengths and associated rates per minute. The per minute rates are effective all times of the day. This plan is only available to existing customers at existing locations.

6. Specialized Services, Rates and Regulations (Cont'd)

The following rates are maximum rates. See Effective Rate Schedule for current rate offerings.

6.1.1. Business Circle Plan 1 Rates Per Minute

Month to Month Time Commitment:

Usage Per Month	1Plus/Outgoing	1-8XX/Incoming	Calling Card
\$0 - \$99	\$0.240	\$0.202	\$0.375
\$100 - \$499	\$0.232	\$0.195	\$0.375
\$500 - \$2,499	\$0.225	\$0.187	\$0.375
\$2,500 +	\$0.217	\$0.180	\$0.375

Six (6) Month Time Commitment:

Usage Per Month	1Plus/Outgoing	1-8XX/Incoming	Calling Card
\$100 - \$499	\$0.210	\$0.180	\$0.375
\$500 - \$2,499	\$0.210	\$0.172	\$0.375
\$2,500 +	\$0.210	\$0.165	\$0.375

Eighteen (18) Month Time Commitment:

Usage Per Month	1Plus/Outgoing	1-8XX/Incoming	Calling Card
\$100 - \$499	\$0.195	\$0.165	\$0.300
\$500 - \$2,499	\$0.195	\$0.157	\$0.300
\$2,500 +	\$0.195	\$0.150	\$0.300

A \$7.50 monthly fee will be added for each 8XX number.

All 1 plus and 1-8XX calls are billed in six (6) second increments with a thirty (30) second minimum. All calling card calls are billed in 60-second increments with a 60-second minimum.

- 6.1.2 The following rates are available to business customers of intrastate LDMTS. Customers may select a month-to-month plan or a 12-month plan. The per minute rates listed below are applicable at all times for calls made within the State of Arizona where technically available.

Switched Rates - Business Circle Plan 2

Time Commitments	1+ Outgoing Rate Per Minute	1-8XX Incoming Rate Per Minute	Calling Card Rate Per Minute
Month to Month	\$0.210	\$0.160	\$0.50
12 Months	\$0.200	\$0.150	\$0.40

All 1+ and 1-8XX calls are billed in 6-second increments with an 18-second minimum. All calling card calls are billed in 6-second increments with a 60-second minimum.

A \$7.50 monthly fee will be added for each 8XX number.

Issued: June 16, 2006
Issued By:

Effective Date: July 17, 2006

Vice President
Windstream Communications, Inc.
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6. Specialized Services, Rates and Regulations (Cont'd)**6.2 Business One**

Windstream's Business One is a commercial offering for single or multi-location customers using switched or dedicated services on an inbound and/or outbound basis. Special calling card services are also available with this offering. Business One subscribers may utilize the service according to specific contract terms and conditions as described below for intrastate service.

The following rates are maximum rates. See Effective Rate Schedule for current rate offerings.

6.2.1 Contract Terms and Rates

Customers may select a month-to-month plan, a 12 month plan, a 24 month plan or a 36 month plan. A Business One Customer selecting a term must commit to a minimum monthly usage as depicted below. This minimum usage threshold applies to every monthly billing period during the selected term, and must be paid regardless of the Customer's amount of usage during other billing periods. Customers selecting a term may change plans or terminate the service if Customer provides written notice within ninety (90) days of the initiation of service. The Customer shall be held responsible for the value of the contract beyond this ninety (90) day threshold. The following chart lists the contract term length and associated per minute rates. The per minute rates listed below are flat rates effective at all times of day. Discounts for volumes and longer periods of contract are available upon request. This plan is only available to existing customers at existing locations.

Issued: June 16, 2006
Issued By:

Vice President
Windstream Communications, Inc.
4001 Rodney Parham Road
Little Rock, Arkansas 72212

Effective Date: July 17, 2006

6. Specialized Services, Rates and Regulations (Cont'd)6.2 Business One (Cont'd)6.2.1 Contract Terms and Rates (Cont'd)

6.2.1.A Switched Rates

Time Commitment Month-To-Month	1+ Outgoing Rate Per Min	1-8XX Incoming Rate Per Min	Calling Card Rate Per Min	Calling Card Surcharge
Usage				
\$0 - per month	\$0.239	\$0.239	\$0.375	\$0.00
\$100 - per month	\$0.233	\$0.233	\$0.375	\$0.00
\$500 - per month	\$0.224	\$0.224	\$0.375	\$0.00
\$1,000 - per month	\$0.218	\$0.218	\$0.375	\$0.00
\$2,500 - per month	\$0.209	\$0.209	\$0.375	\$0.00
Time Commitment 12 Months	1+ Outgoing Rate Per Min	1-8XX Incoming Rate Per Min	Calling Card Rate Per Min	Calling Card Surcharge
Usage				
\$100 - per month	\$0.209	\$0.209	\$0.375	\$0.00
\$500 - per month	\$0.209	\$0.209	\$0.375	\$0.00
\$1,000 - per month	\$0.209	\$0.209	\$0.375	\$0.00
\$2,500 - per month	\$0.209	\$0.209	\$0.375	\$0.00
Time Commitment 24 Months	1+ Outgoing Rate Per Min	1-8XX Incoming Rate Per Min	Calling Card Rate Per Min	Calling Card Surcharge
Usage				
\$100 - per month	\$0.194	\$0.194	\$0.30	\$0.00
\$500 - per month	\$0.194	\$0.194	\$0.30	\$0.00
\$1,000 - per month	\$0.194	\$0.194	\$0.30	\$0.00
\$2,500 - per month	\$0.194	\$0.194	\$0.30	\$0.00
Time Commitment 36 Months	1+ Outgoing Rate Per Min	1-8XX Incoming Rate Per Min	Calling Card Rate Per Min	Calling Card Surcharge
Usage				
\$100 - per month	\$0.188	\$0.188	\$0.30	\$0.00
\$500 - per month	\$0.188	\$0.188	\$0.30	\$0.00
\$1,000 - per month	\$0.188	\$0.188	\$0.30	\$0.00
\$2,500 - per month	\$0.188	\$0.188	\$0.30	\$0.00

Billing Increments: All 1+ and 1-8XX calls are billed in 6-second increments with a 30-second minimum. All calling card calls are billed in 60-second increments with a 60-second minimum.

A \$7.50 monthly fee will be added for each 8XX number.

Issued: June 16, 2006
Issued By:

Vice President
Windstream Communications, Inc.
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Effective Date: July 17, 2006

6. Specialized Services, Rates and Regulations (Cont'd)6.2 Business One (Cont'd)6.2.2 Business Bundled Plan

The following intrastate rate is designed for business customers who purchase certain bundled service plans. The plans could include such Windstream products as wireless, Internet, long-distance and paging. This rate is applicable at all times for calls made within the State of Arizona where technically available.

Monthly Fee See Interstate/International Price List No. 1

Rate Per Minute

\$0.27

Calling Card Calls, Rate Per Minute (No surcharge)

\$0.38

- 6.2.3 The following intrastate rates are available to LDMTS business customers who purchase certain bundled service plans. The plans could include such Windstream products as wireless, Internet and paging. Customers may select a month-to-month plan or a 12-month plan. The per minute rates listed below are applicable at all times for calls made within the State of Arizona where technically available. These rates are only available to existing customers at existing locations.

6.2.3.A Switched Rates - Bundled Plan

Time Commitments	1+ Outgoing Rate Per Minute	1-8XX Incoming Rate Per Minute	Calling Card Rate Per Minute
Month to Month	\$0.158	\$0.158	\$0.38
12 Months	\$0.150	\$0.150	\$0.30

All 1+ and 1-8XX calls are billed in 6-second increments with an 18-second minimum.

All calling card calls are billed in 6-second increments with a 60-second minimum.

A \$5.00 monthly fee will be added for each 8XX number.

- 6.2.4 The following rates are available to business customers of intrastate LDMTS. Customers may select a month-to-month plan or a 12-month plan. The per minute rates listed below are applicable at all times for calls made within the State of Arizona where technically available. These rates are only available to existing customers at existing locations.

6.2.4.A Switched Rates - Non-Bundled Plan

Time Commitments	1+ Outgoing Rate Per Minute	1-8XX Incoming Rate Per Minute	Calling Card Rate Per Minute
Month to Month	\$0.173	\$0.173	\$0.38
12 Months	\$0.165	\$0.165	\$0.30

All 1+ and 1-8XX calls are billed in 6-second increments with an 18-second minimum.

All calling card calls are billed in 6-second increments with a 60-second minimum.

A \$5.00 monthly fee will be added for each 8XX number.

Issued: June 16, 2006
Issued By:

Vice President
Windstream Communications, Inc.
4001 Rodney Parham Road
Little Rock, Arkansas 72212

Effective Date: July 17, 2006

6. Specialized Services, Rates and Regulations (Cont'd)**6.2 Business One (Cont'd)**

6.2.5 The following rates are available to business customers of intrastate LDMTS. Customers may select a month-to-month plan or a 12-month plan. The per minute rates listed below are applicable at all times for calls made within the State of Arizona where technically available.

6.2.5.A Switched Rates

Time Commitments	1+ Outgoing Rate Per Minute	1-8XX Incoming Rate Per Minute	Calling Card Rate Per Minute
Month to Month	\$0.210	\$0.210	\$0.50
12 Months	\$0.200	\$0.200	\$0.40

All 1+ and 1-8XX calls are billed in 6-second increments with an 18-second minimum. All calling card calls are billed in 6-second increments with a 60-second minimum.

A \$7.50 monthly fee will be added for each 8XX number.

Issued: June 16, 2006

Issued By:

Vice President
Windstream Communications, Inc.
4001 Rodney Parham Road
Little Rock, Arkansas 72212

Effective Date: July 17, 2006

6. Specialized Services, Rates and Regulations (Cont'd)

6.2 Business One (Cont'd)

6.3 Prepaid Calling Card Service

- 6.3.1 Prepaid calling cards are available in various denominations of units as specified by the Company. The prices are inclusive of all taxes. Prepaid calling cards will be sold at prices rounded to the nearest cent. The customer dials the toll-free number listed on the card and is prompted to enter the personal identification number (PIN) listed on the back of the card. The card balance, in dollars and cents, will be announced at the beginning of each call. When the card balance nears zero during a call, an automated voice announces the remaining time to the customer. Calls are automatically disconnected after the card balance reaches zero.

Maximum Per minute charge: \$0.23

Issued: June 16, 2006
Issued By:

Vice President
Windstream Communications, Inc.
4001 Rodney Parham Road
Little Rock, Arkansas 72212

Effective Date: July 17, 2006

1. Effective Rate Schedule1.1 Rate Schedules1.1.1 Direct Dialed LDMTS RatesPlan 1

Peak, Per Minute Rate	\$0.20
Off Peak, Per Minute Rate	\$0.20
Calling Card Calls, Rate Per Minute (No surcharge)	\$0.35

The times associated with peak hours for this plan consist of 6:30 a.m. to 6:30 p.m. Monday through Friday. All other times are considered off-peak.

This option is limited to existing customers.

Plan 2 – Residential Flat Rate Plan

Per Minute Rate	\$0.15
Calling Card Calls, Rate Per Minute (No surcharge)	\$0.35

This plan is limited to existing customers.

Plan 3 – Residential Enhanced Off Peak Plan

Peak, Per Minute Rate	\$0.25
Off Peak, Per Minute Rate	\$0.15
Calling Card Calls, Rate Per Minute (No surcharge)	\$0.35

The times associated with peak hours for this plan consist of 8:00 a.m. to 6:00 p.m. Monday through Friday. All other times are considered off-peak.

This plan is limited to existing customers at existing locations.

Plan 4 – Residential Flat Rate Plan

Monthly Fee See Interstate/International Price List No. 1	
Rate Per Minute	\$0.15
Calling Card Calls, Rate Per Minute (No surcharge)	\$0.35

This plan is limited to existing customers.

Plan 5 – Residential Bundled Service Plan

Applies to customers who purchase two or more Windstream products such as wireless, long-distance, Internet or paging.

Rate Per Minute	\$0.11
Calling Card Calls, Rate Per Minute (No surcharge)	\$0.35

This plan is limited to existing customers.

Issued: June 16, 2006

Issued By:

Vice President
Windstream Communications, Inc.
4001 Rodney Parham Road
Little Rock, Arkansas 72212

Effective Date: July 17, 2006

1. Effective Rate Schedule (Cont'd)1.1 Rate Schedules (Cont'd)1.1.1 Direct Dialed LDMTS Rates (Cont'd)Plan 6 – Residential Bundled Service Plan

The following intrastate rate is designed for residential users who purchase certain bundled service plans. The plans could include such Windstream product as wireless, Internet, long-distance and paging. This rate is applicable at all times for calls made within the State of Arizona where technically available.

Monthly Fee	See Interstate/International Price List No. 1
Rate Per Minute	\$0.10
Calling Card Calls, Rate Per Minute (no surcharge)	\$0.35

Plan 7 – Residential Flat Rate Plan

The following intrastate rate is designed for residential customers of outbound intrastate LDMTS. This rate is applicable for all times for calls made within the State of Arizona where technically available.

Monthly Fee	See Interstate/International Price List No. 1
Rate Per Minute	\$0.10
Calling Card Calls, Rate Per Minute (no surcharge)	\$0.35

Plan 8 – Residential Bundled Service Plan

The following intrastate rate is designed for residential users who purchase certain bundled service plans. The plans could include such Windstream product as wireless, Internet, long-distance and paging. This rate is applicable at all times for calls made within the State of Arizona where technically available.

Monthly Fee	See Interstate/International Price List No. 1
Rate Per Minute	\$0.13
Calling Card Calls, Rate Per Minute (no surcharge)	\$0.35

Plan 9 – Residential Flat Rate Plan

The following intrastate rate is designed for residential customers of outbound intrastate LDMTS. This rate is applicable for all times for calls made within the State of Arizona where technically available.

Monthly Fee	See Interstate/International Price List No. 1
Rate Per Minute	\$0.13
Calling Card Calls, Rate Per Minute (no surcharge)	\$0.35

Issued: June 16, 2006
Issued By:

Vice President
Windstream Communications, Inc.
4001 Rodney Parham Road
Little Rock, Arkansas 72212

Effective Date: July 17, 2006

1. Effective Rate Schedule (Cont'd)1.1 Rate Schedules (Cont'd)1.1.1 Direct Dialed LDMTS Rates (Cont'd)Plan 10 – Residential Flat Rate Plan

The following intrastate rate is designed for residential customers of outbound intrastate LDMTS. This rate is applicable for all times for calls made within the State of Arizona where technically available.

Monthly FeeSee Interstate/International Price List No. 1

Rate Per Minute \$0.10

Calling Card Calls, Rate Per Minute (no surcharge) \$0.35

Plan 11 - Windstream 500

Windstream 500 is an add-on to the interstate offering. Windstream 500 is a residential direct-dialed LDMTS calling plan, which offers 500 minutes per month of direct-dialed interstate calling any time of day for a monthly recurring fee. A per minute rate will apply to the customer's intrastate LDMTS calls. Intrastate minutes will not be applied to the 500 interstate minutes.

The following rates are applicable for all times for calls made within the State of Arizona where technically available.

Rate Per Minute: \$0.15

Calling Card Calls, Rate Per Minute (No Surcharge) \$0.35

Plan 12 – Residential Default Rate Plan A

The following intrastate rate is designed for residential customers of outbound intrastate LDMTS. This rate is applicable for all times for calls made within the State of Arizona where technically available.

Rate Per Minute \$0.10

Calling Card Calls, Rate Per Minute (no surcharge) \$0.35

Customers will automatically be placed on this plan if they do not specifically request any other LDMTS rate plan.

This plan is limited to existing customers at existing locations.

Plan 13 – Residential Default Rate Plan B

The following intrastate rate is designed for residential customers of outbound intrastate LDMTS. This rate is applicable for all times for calls made within the State of Arizona where technically available.

Rate Per Minute \$0.18

Calling Card Calls, Rate Per Minute (no surcharge) \$0.35

Customers will automatically be placed on this plan if they do not specifically request any other LDMTS rate plan.

This plan is limited to existing customers.

Issued: June 16, 2006

Issued By:

Vice President
Windstream Communications, Inc.
4001 Rodney Parham Road
Little Rock, Arkansas 72212

Effective Date: July 17, 2006

1. Effective Rate Schedule (Cont'd)

1.1 Rate Schedules (Cont'd)

1.1.1 Direct Dialed LDMTS Rates (Cont'd)

Plan 14 – Residential Flat Rate Plan

The following intrastate rate is designed for residential customers of outbound intrastate LDMTS. This rate is applicable for all times for calls made within the State of Arizona where technically available.

Monthly FeeSee Interstate/International Price List No. 1

Rate Per Minute \$0.12

Calling Card Calls, Rate Per Minute (no surcharge) \$0.35

This plan is limited to existing customers.

Issued: June 16, 2006

Issued By:

Vice President
Windstream Communications, Inc.
4001 Rodney Parham Road
Little Rock, Arkansas 72212

Effective Date: July 17, 2006

1. Effective Rate Schedule (Cont'd)1.1 Rate Schedules (Cont'd)1.1.2 Residential Toll Free ServicePlan 1

Per Minute Rate \$0.25

Monthly Maintenance Fee \$2.50

This plan is limited to existing customers.

Plan 2

Per Minute Rate \$0.20

This plan is only available to customers that subscribe to Windstream Long Distance Service.

Calls are billed in one minute increments. A one minute minimum increment applies.

1.1.3 Calling Card Service

Per Call Surcharge \$0.00

Applies to all calls, whether
customer dialed/automated customer
dialed/operator assisted or
customer dialed/operator must assist.

Peak, Per Minute Rate \$0.35

Off-Peak, Per Minute Rate \$0.35

The times associated with peak hours for this service consist of 6:30 a.m. to 6:30 p.m.
Monday through Friday. All other times are considered off-peak.

This service is limited to existing customers.

Payphone Surcharge \$0.35

1.1.4 Directory Assistance

Rate per access \$0.85

1.1.5 Busy Line Verification and Interruption

Busy Line Verification, per request \$6.50

Busy Line Interruption, per request \$6.50*

*Note: A charge for a Verification Request also applies.

1.1.6 Residential Account Code Service

Rate per account \$2.50

Issued: June 16, 2006

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Vice President
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1. Effective Rate Schedule (Cont'd)1.2 Specialized Services, Rates and Regulations1.2.1 Business Circle Plan 1 Rates Per Minute

Month to Month Time Commitment:

Usage Per Month	1Plus/Outgoing	1-8XX/Incoming	Calling Card
\$0 - \$99	\$0.160	\$0.135	\$0.250
\$100 - \$499	\$0.155	\$0.130	\$0.250
\$500 - \$2,499	\$0.150	\$0.125	\$0.250
\$2,500 +	\$0.145	\$0.120	\$0.250

Six (6) Month Time Commitment:

Usage Per Month	1Plus/Outgoing	1-8XX/Incoming	Calling Card
\$100 - \$499	\$0.140	\$0.120	\$0.250
\$500 - \$2,499	\$0.140	\$0.115	\$0.250
\$2,500 +	\$0.140	\$0.110	\$0.250

Eighteen (18) Month Time Commitment:

Usage Per Month	1Plus/Outgoing	1-8XX/Incoming	Calling Card
\$100 - \$499	\$0.130	\$0.110	\$0.200
\$500 - \$2,499	\$0.130	\$0.105	\$0.200
\$2,500 +	\$0.130	\$0.100	\$0.200

A \$5.00 monthly fee will be added for each 8XX number.

All 1+ and 1-8XX calls are billed in six (6) second increments with a thirty (30) second minimum. All calling card calls are billed in 60-second increments with a 60-second minimum.

These rates are only available to existing customers at existing locations.

- 1.2.1.1 The following rates are available to business customers of intrastate LDMTS. Customers may select a month-to-month plan or a 12-month plan. The per minute rates listed below are applicable at all times for calls made within the State of Arizona where technically available.

Business Circle Plan 2 - Switched Rates

Time Commitments	1+ Outgoing Rate Per Minute	1-8XX Incoming Rate Per Minute	Calling Card Rate Per Minute
Month to Month	\$0.105	\$0.080	\$0.25
12 Months	\$0.100	\$0.075	\$0.20

All 1+ and 1-8XX calls are billed in 6-second increments with an 18-second minimum. All calling card calls are billed in 6-second increments with a 60-second minimum.

A \$5.00 monthly fee will be added for each 8XX number.

1. Effective Rate Schedule (Cont'd)1.2 Specialized Services, Rates and Regulations (Cont'd)1.2.2 Business One Switched Rates

Time Commitment Month-To-Month	1+ Outgoing Rate Per Min	1-8XX Incoming Rate Per Min	Calling Card Rate Per Min	Calling Card Surcharge
Usage				
\$0 - per month	\$0.159	\$0.159	\$0.25	\$0.00
\$100 - per month	\$0.155	\$0.155	\$0.25	\$0.00
\$500 - per month	\$0.149	\$0.149	\$0.25	\$0.00
\$1,000 - per month	\$0.145	\$0.145	\$0.25	\$0.00
\$2,500 - per month	\$0.139	\$0.139	\$0.25	\$0.00
Time Commitment 12 Months	1+ Outgoing Rate Per Min	1-8XX Incoming Rate Per Min	Calling Card Rate Per Min	Calling Card Surcharge
Usage				
\$100 - per month	\$0.139	\$0.139	\$0.25	\$0.00
\$500 - per month	\$0.139	\$0.139	\$0.25	\$0.00
\$1,000 - per month	\$0.139	\$0.139	\$0.25	\$0.00
\$2,500 - per month	\$0.139	\$0.139	\$0.25	\$0.00
Time Commitment 24 Months	1+ Outgoing Rate Per Min	1-8XX Incoming Rate Per Min	Calling Card Rate Per Min	Calling Card Surcharge
Usage				
\$100 - per month	\$0.129	\$0.129	\$0.20	\$0.00
\$500 - per month	\$0.129	\$0.129	\$0.20	\$0.00
\$1,000 - per month	\$0.129	\$0.129	\$0.20	\$0.00
\$2,500 - per month	\$0.129	\$0.129	\$0.20	\$0.00
Time Commitment 36 Months	1+ Outgoing Rate Per Min	1-8XX Incoming Rate Per Min	Calling Card Rate Per Min	Calling Card Surcharge
Usage				
\$100 - per month	\$0.125	\$0.125	\$0.20	\$0.00
\$500 - per month	\$0.125	\$0.125	\$0.20	\$0.00
\$1,000 - per month	\$0.125	\$0.125	\$0.20	\$0.00
\$2,500 - per month	\$0.125	\$0.125	\$0.20	\$0.00

A \$5.00 monthly fee will be added for each 8XX number.

All 1+ and 1-8XX calls are billed in six (6) second increments with a thirty (30) second minimum.
All calling card calls are billed in 60-second increments with a 60-second minimum.

These rates are only available to existing customers at existing locations.

Issued: June 16, 2006
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Vice President
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Effective Date: July 17, 2006

1. Effective Rate Schedule (Cont'd)1.2 Specialized Services, Rates and Regulations (Cont'd)1.2.3 Business Bundled Plan

The following intrastate rate is designed for business customers who purchase certain bundled service plans. The plans could include such Windstream products as wireless, Internet, long-distance and paging. This rate is applicable at all times for calls made within the State of Arizona where technically available.

Monthly Fee See Interstate/International Price List No. 1

Rate Per Minute \$0.18

Calling Card Calls, Rate Per Minute (No surcharge) \$0.25

- 1.2.4 The following intrastate rates are available to LDMTS business customers who purchase certain bundled service plans. The plans could include such Windstream products as wireless, Internet and paging. Customers may select a month-to-month plan or a 12-month plan. The per minute rates listed below are applicable at all times for calls made within the State of Arizona where technically available.

1.2.4.A Switched Rates - Bundled Plan

Time Commitments	1+ Outgoing Rate Per Minute	1-8XX Incoming Rate Per Minute	Calling Card Rate Per Minute
Month to Month	\$0.105	\$0.105	\$0.25
12 Months	\$0.100	\$0.100	\$0.20

All 1+ and 1-8XX calls are billed in 6-second increments with an 18-second minimum. All calling card calls are billed in 6-second increments with a 60-second minimum.

A \$5.00 monthly fee will be added for each 8XX number.

These rates are only available to existing customers at existing locations.

- 1.2.5 The following rates are available to business customers of intrastate LDMTS. Customers may select a month-to-month plan or a 12-month plan. The per minute rates listed below are applicable at all times for calls made within the State of Arizona where technically available.

1.2.5.A Switched Rates - Non-Bundled Plan

Time Commitments	1+ Outgoing Rate Per Minute	1-8XX Incoming Rate Per Minute	Calling Card Rate Per Minute
Month to Month	\$0.115	\$0.115	\$0.25
12 Months	\$0.110	\$0.110	\$0.20

All 1+ and 1-8XX calls are billed in 6-second increments with an 18-second minimum. All calling card calls are billed in 6-second increments with a 60-second minimum.

A \$5.00 monthly fee will be added for each 8XX number.

These rates are only available to existing customers at existing locations.

Issued: June 16, 2006

Issued By:

Effective Date: July 17, 2006

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1. Effective Rate Schedule (Cont'd)1.2 Specialized Services, Rates and Regulations (Cont'd)

- 1.2.6 The following rates are available to business customers of intrastate LDMTS. Customers may select a month-to-month plan or a 12-month plan. The per minute rates listed below are applicable at all times for calls made within the State of Arizona where technically available.

1.2.6.A Switched Rates

Time Commitments	1+ Outgoing Rate Per Minute	1-8XX Incoming Rate Per Minute	Calling Card Rate Per Minute
Month to Month	\$0.105	\$0.105	\$0.25
12 Months	\$0.100	\$0.100	\$0.20

All 1+ and 1-8XX calls are billed in 6-second increments with an 18-second minimum. All calling card calls are billed in 6-second increments with a 60-second minimum.

A \$5.00 monthly fee will be added for each 8XX number.

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1. Effective Rate Schedule (Cont'd)

1.2 Specialized Services, Rates and Regulations (Cont'd)

1.2.7 Prepaid Calling Card Service

Prepaid calling cards are available in various denominations of units as specified by the Company. The prices are inclusive of all taxes. Prepaid calling cards will be sold at prices rounded to the nearest cent. The customer dials the toll-free number listed on the card and is prompted to enter the personal identification number (PIN) listed on the back of the card. The card balance, in dollars and cents, will be announced at the beginning of each call. When the card balance nears zero during a call, an automated voice announces the remaining time to the customer. Calls are automatically disconnected after the card balance reaches zero.

Per minute charge: \$0.10

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